

COMMERCIAL MAINTENANCE BOND

Bond No. HACS-B873-0011

KNOWN ALL MEN BY THESE PRESENTS, That we, BVT-Aventon Holly Hill Owner, LLP, as Principal, and Hudson Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Delaware and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of twelve thousand and four dollars and 39/100 (\$ 12,004.39) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County’s Land Development Code (hereinafter “LDC”) is by reference incorporated into and made part of this Maintenance Bond (hereinafter “Bond”); and

WHEREAS, the Principal has constructed the improvements described in the Engineer’s Cost Estimate, attached hereto as Exhibit “A” and incorporated into and made part of this Bond (hereinafter “Improvements”), in accordance with the drawings, plans, specifications, and other data and information (hereinafter “Plans”) for the Holly Hill Grove Apartments as filed with Polk County’s Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee’s final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee’s acceptance of the Improvements (the “Bond Commencement Date”).

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of one (1) year(s) following the Bond Commencement Date (the “Warranty Period”) against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the “Defect”); and
2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Hudson Insurance Company
100 William Street
New York, NY 10038

The Principal at:

BVT-Aventon Holly Hill Owner, LLP
1555 Palm Beach Lakes, Blvd, Suite 700
West Palm Beach, FL 33401

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 9th day of September, 2025.

PRINCIPAL:

Tammy A. Klee
Witness

Tammy A. Klee
Printed Name

Ryzabz
Witness

Maricel Gonzalez
Printed Name

BVT-Aventon Holly Hill Owner, LLP
Name of Corporation

By: [Signature]

Robert W. Gaherty
Printed Name
Title: Executive Vice President
(SEAL)

SURETY:

Claudia Urbina
Witness

Claudia Urbina
Printed Name

Kimberly Barrick
Witness

Kimberly Barrick
Printed Name

Hudson Insurance Company
Name of Corporation

By: William Giambalvo

William Giambalvo
Printed Name
Title: Attorney-in-Fact
(SEAL)



(Attach power of attorney)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Vickie F Browning, Mellisa Brunner, William Giambalvo, Aliaa Laham, Tyler K. Macolly, Jay M Puckett of the State of South Carolina

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.



(Corporate seal)

Attest: Dina Daskalakis No. 01MU6067553 Corporate Secretary

HUDSON INSURANCE COMPANY

By: Andrew A. Dickson Senior Vice President



STATE OF NEW YORK COUNTY OF NEW YORK. SS.

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 9th day of September, 2025.

(Corporate seal)



By: Dina Daskalakis, Corporate Secretary

EXHIBIT A
(Engineer's Cost Estimate)

HOLLY HILL GROVE APARTMENTS				
SITE DEVELOPMENT				
Engineer's Certification of Water Cost to be Guaranteed by Warranty Bond				
	DESCRIPTION	QUANTITY	UNIT PRICE	SCHEDULED VALUE
	Water Distribution System			
1	8" PVC, AWWA C-900, DR 18, Blue	20	\$39.05	\$781.00
2	8" Gate Valve Assembly, Complete	1	\$2,794.28	\$2,794.28
3	8" Tee, CI, C153, Cement-Lined, Bituminous Coated	1	\$759.86	\$759.86
4	10" Master Meter Assembly w/ By-Pass	1	\$75,376.79	\$75,376.79
5	10" PVC, AWWA C-900, DR 18, Blue	164	\$54.44	\$8,928.16
6	10" Gate Valve Assembly, Complete	2	\$4,389.48	\$8,778.96
7	10" 45° Bend, DI, C153, Cement-Lined, Bituminous Coated	2	\$823.91	\$1,647.82
8	10"x8" Reducer, CI, C153, Cement-Lined, Bituminous Coated	1	\$653.33	\$653.33
9	10" Tee, CI, C153, Cement-Lined, Bituminous Coated	1	\$1,145.62	\$1,145.62
	TOTALS			\$100,865.82

HOLLY HILL GROVE APARTMENTS**SITE DEVELOPMENT****Engineer's Certification of Water Cost to be Guaranteed by Warranty Bond**

	DESCRIPTION	QUANTITY	UNIT PRICE	SCHEDULED VALUE
	Reclaim Water Distribution System			
1	2" Master Meter Assembly and Backflow	1	\$7,390.65	\$7,390.65
2	4" PVC, AWWA C-900, DR 18, Purple	40	\$16.30	\$652.00
3	4" Plug		\$0.00	\$0.00
4	4" Gate Valve Assembly, Complete	1	\$1,651.89	\$1,651.89
5	8" PVC, AWWA C-900, DR 18, Blue	40	\$39.05	\$1,562.00
6	8" Gate Valve Assembly, Complete	2	\$2,804.72	\$5,609.44
7	8" 90° Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	\$1,156.05	\$2,312.10
	TOTALS			\$19,178.08



330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Andrew Johnson, Inspector

Project Name: Holy Hill Grove Apartments

Project #: LDRES-2023-75

DATE: 11/21/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.